



THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application) PATENT APPLICATION
Inventor(s): David L. Multer)
SC/Serial No.: 09/491,694)
Filed: January 26, 2000)
Title: DATA TRANSFER AND SYNCHRONIZATION SYSTEM)

POWER OF ATTORNEY BY ASSIGNEE UNDER 37 C.F.R. §§3.71, 3.73(b)

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

The below-identified Assignee is the owner of the entire right, title and interest in the above-identified patent application by virtue of an assignment from the inventor(s).

- ☐ The assignment was recorded in the United States Patent and Trademark Office at Reel ___, Frames ___ - ___, or.
- ☒ A true copy of the assignment is attached hereto, the original of which has been (or is herewith) forwarded to the United States Patent and Trademark Office for recording.

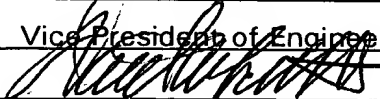
The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Assignee hereby appoints Larry E. Vierra, Reg. No. 33,809, and other attorneys of FLIESLER, DUBB, MEYER & LOVEJOY LLP, to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventor and the inventor's attorneys in accordance with the provisions of 37 C.F.R. §3.71.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Please address all correspondence to:
Larry E. Vierra
FLIESLER, DUBB, MEYER & LOVEJOY LLP
Four Embarcadero Center, Suite 400
San Francisco, CA 94111-4156

Please direct all telephone calls to:
Larry E. Vierra
(415) 362-3800

Assignee: fusionOne, Inc.
Assignee Type: Corporation
Signor's Name: David L. Multer
Signor's Title: Vice President of Engineering and Chief Technical Officer
Signature:  Date: 5-9-2000

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, David L. Multer,
a resident of 32 Eastridge Drive, Santa Cruz, California 95060
(hereinafter termed "Inventor"), has invented certain new and useful improvements in:

DATA TRANSFER AND SYNCHRONIZATION SYSTEM

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention.

WHEREAS fusionOne, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 55 Almaden Boulevard, Suite 800, San Jose, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings,

infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee:

1. ___ On the ___ day of ___, 20___;

Or

2. ☒ Said application having SC/Serial Number 09/491,694 and filed on the 26th day of January, 2000.

[Signature]
(Inventor's Signature)

State of California)

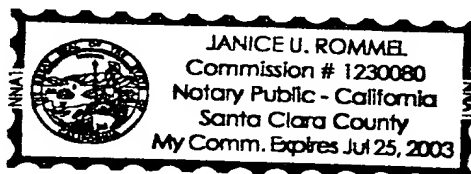
County of Santa Clara)

On May 9, 2000 before me, Janice U. Rommel, Notary
(name and title of officer)

personally appeared David L. Multer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Janice U. Rommel



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

#3

In re Application)	<u>PATENT APPLICATION</u>
)	
Inventor(s):)	
)	
SC/Serial No.:)	
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Filed:)	
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Title:)	
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STATEMENT CLAIMING SMALL ENTITY STATUS
37 C.F.R §1.9(f) AND §1.27(c) - SMALL BUSINESS CONCERN

I hereby declare that I am:

___ The owner of the small business concern identified below.

X An official of the small business concern empowered to act on behalf of the concern identified below.

Name: fusionOne, Inc.

Address: 55 Almaden Boulevard, Suite 800, San Jose, California 95113

I hereby declare that the above identified small business concern qualifies as a small business concern as defined in 13 C.F.R. §121.12, and reproduced in 37 C.F.R. §1.9(d), for purposes of paying reduced fees under Section 41(a) and (b) of Title 35 U.S.C. in that the number of employees of the concern, including those of its affiliates, does not exceed 500 persons. For purposes of this statement, (1) the number of employees of the business concern is the average over the previous fiscal year of the concern of the persons employed on a full-time, part-time or temporary basis during each of the pay periods of the fiscal year, and (2) concerns are affiliates of each other when either, directly or indirectly, one concern controls or has the power to control the other, or a third-party or parties controls or has the power to control both.

I hereby declare that rights under contract or law have been conveyed to and remain with the small business concern identified below with regard to the invention identified by the above TITLE and INVENTOR(S), and described in:

___ the Specification filed herewith

X the Application having the above SC/Serial No. and Filed date

___ Patent No. _____ issued _____

If the rights held by the above-identified small business concern are not exclusive, each individual, concern or organization having rights to the invention is listed below* and no rights to the invention are held by any person, other than the inventor, who could not qualify as an independent inventor under 37 C.F.R. §1.9(c) or by any concern which would not qualify as a small business concern under 37 C.F.R. §1.9(d) or a nonprofit organization under 37 C.F.R. §1.9(e).

NAME: _____

ADDRESS: _____

☐ Individual ☐ Small Business Concern ☐ Nonprofit Organization

NAME: _____

ADDRESS: _____

☐ Individual ☐ Small Business Concern ☐ Nonprofit Organization

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small business entity is no longer appropriate. (37 C.F.R. §1.28(b)).

Name of Person Signing: David L. Multer

Title of Person Signing: Vice President of Engineering and Chief Technical Officer

Address of Person Signing: 55 Almaden Boulevard, #800, San Jose, CA 95113

Signature: 

Date: 5-9-2000

* Note: Separate statements are required from each named person, concern or organization having rights to the invention averring to their status as small entities. (37 C.F.R. §1.27).

Title 37, Code of Federal Regulations, §1.9(c-f)

(c) An **independent inventor** as used in this chapter means any inventor who (1) has not assigned, granted, conveyed, or licensed, and (2) is under no obligation under contract or law to assign, grant, convey, or license, any rights in the invention to any person who could not likewise be classified as an independent inventor if that person had made the invention, or to any concern which would not qualify as a small business concern or a nonprofit organization under this section.

(d) A **small business concern** as used in this chapter means any business concern meeting the size standards set forth in 13 C.F.R. Part 121 to be eligible for reduced patent fees. Questions related to size standards for a small business concern may be directed to: Small Business Administration, Size Standards Staff, 409 Third Street, SW, Washington, DC 2041.

(e) A **nonprofit organization** as used in this chapter means (1) a university or other institution of higher education located in any country; (2) an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)(3)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)); (3) any nonprofit scientific or educational organization qualified under a nonprofit organization statute of a state of this country (35 U.S.C. 201(i)); or (4) any nonprofit organization located in a foreign country which would qualify as a nonprofit organization under paragraphs (e) (2) or (3) of this section if it were located in this country.

(f) A **small entity** as used in this chapter means an **independent inventor**, a **small business concern** or a **nonprofit organization** eligible for reduced patent fees.

Title 13, Code of Federal Regulations, §121.12

121.12 Small business for paying reduced patent fees. (a) Pursuant to Pub. L. 97-247, a small business concern for purposes of paying reduced fees under 35 U.S. Code 41 (a) and (b) to the Patent and Trademark Office means any business concern (1) whose number of employees, including those of its affiliates, does not exceed 500 persons and (2) which has not assigned, granted, conveyed, or licensed, and is under no obligation under contract or law to assign, grant, convey or license, any rights in the invention to any person who could not be classified as an independent inventor if that person had made the invention, or to any concern which would not qualify as a small business concern or a nonprofit organization under this section. For the purpose of this section concerns are affiliates of each other when either, directly or indirectly, one concern controls or has the power to control the other, or a third party or parties controls or has the power to control both. The number of employees of the business concern is the average over the fiscal year of the persons employed during each of the pay periods of the fiscal year. Employees are those persons employed on a full-time, part-time or temporary basis during the previous fiscal year of the concern.
